

BLANKET AGREEMENT TO INDEMNIFY AND AFFIDAVIT
(Note(s) Lost, Destroyed, or in Third Party Storage)

PARTIES: IOWA COLLEGE STUDENT AID COMMISSION
Hereinafter referred to as "ICSAC"

Hereinafter referred to as "Lender or its Agent"

DATE: _____

TERMS AND CONDITIONS:

1. Included is Lender's affidavit verifying the inadvertent loss or destruction of one or more promissory notes executed in conjunction with student loans. Lender's affidavit specifies the promissory note(s) to which this agreement applies.
2. ICSAC agrees to accept Lender's or its Agent's affidavit, in lieu of Lender or its Agent providing the original note(s), for the purpose of processing the sale of loans or guarantee claims relating to the note(s).
3. If, for any reason, ICSAC, a court of law, or the U.S. Department of Education determines that note(s) was/were void, invalid, or never existed, Lender or its Agent shall save, defend, hold harmless and indemnify ICSAC for all costs, damages, and expenses, including attorney fees, incurred by ICSAC in purchasing note(s).
4. ICSAC assumes no burden to prove the validity or former existence of said note(s).
5. Lender or its Agent shall notify ICSAC promptly upon locating the originals of said note(s).
6. This Agreement shall be binding on successors in interest and assigns of the parties.
7. This Agreement shall be interpreted in accordance with the laws of the State of Iowa.
8. The Agreement memorializes all elements of the parties' understanding. It both incorporates and supersedes all prior Agreements.

ICSAC

Signature of Lender or its Agent

AFFIDAVIT

Being duly sworn on oath, the undersigned states as follows:

1. I am an authorized officer, representative or agent for Lender or its Agent.
2. Lender has lost, inadvertently destroyed, or placed in the care of a third-party loan service provider, one or more promissory note(s) executed by:

(Name of Borrower(s))

(Social Security Number)

3. The note(s) is/are further described as follows:

<u>Date of Disbursement</u>	<u>Amount</u>	<u>Interest Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Lender is the holder of said note(s).
5. The existence, validity and terms of the original note(s) has/have not at any time been contested by the borrower(s).
6. A diligent search by Lender, which is the holder of the note(s), has failed to locate said note(s).
7. Each note was executed on a form approved by ICSAC as is guaranteed by ICSAC.
8. All of the contractual terms of the current "Agreement to Guarantee Loans" executed between Lender and ICSAC have been met.

Signature of Lender or its Agent

Printed Name of Authorized Signatory